



DIVISIONS
ENERGY
GAS AND OIL
GEOLOGY AND MINERAL RESOURCES
MINED LAND RECLAMATION
MINERAL MINING
MINES
ADMINISTRATION

COMMONWEALTH OF VIRGINIA

Department of Mines, Minerals and Energy

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Richmond, Virginia 23219-3638
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Request for Proposals

Geological Survey of the Wind Energy Area off the Virginia Coast

Addenda A-1 (9-19-12) to extend due date, reference related documents (changes denoted by red typeface)

Virginia Department of Mines, Minerals and Energy (DMME)

- Specific Authority:** This activity is supported by state and federal funds. The state funding originates from an allocation recommended by the Governor to the DMME FY13 budget to accelerate and assist private development of the Virginia Wind Energy Area. The federal funds were awarded to DMME under CFDA Number 15.423 by the U.S. Department of Interior, Bureau of Ocean Energy Management (BOEM), Environmental Studies Program (ESP), by the authority of the Outer Continental Shelf Lands Act (OCSLA), (43 USC 1457(b)), and Public Law 112-74—DEC. 23, 2011.
- Request Issued By:** Virginia Department of Mines, Minerals and Energy (DMME)
- Request Issued:** September 12, 2012
- Proposal Due:** Proposals shall be received at the address identified below no later than 2:00 p.m. on **October 17, 2012**. Any proposals received after 2:00 p.m. on **October 17, 2012** will be rejected and returned to the submitter in their entirety and all electronic copies received and associated with late proposals will be deleted without being read. DMME reserves the right to reject any and all proposals, at any time, whenever such is in the best interest of the Commonwealth of Virginia.
- Proposal Process:** The Offeror must submit **1 original paper copy** of the proposal with original signatures **and 1 complete electronic copy** of the entire proposal and attachments, to be submitted via email.
- Proposals should be mailed or hand-delivered to:
- Al Christopher, Director, Division of Energy**
Virginia Department of Mines, Minerals and Energy

Washington Building/8TH Floor
1100 Bank Street
Richmond, VA 23219

Electronic copies can be emailed to:

al.christopher@dmme.virginia.gov

General Questions:

Please direct inquiries to:

**Al Christopher, Director, Division of Energy
VA Department of Mines, Minerals and Energy
Washington Building/8th Floor
1100 Bank Street
Richmond, VA 23219
804-692-3216
al.christopher@dmme.virginia.gov**

1. Request For Proposals (RFP)

1.1 Regional Geological Evaluation and Geophysical Survey of the Virginia Offshore Wind Energy Area and Environs

1.1.1 Objectives:

The objectives of this regional geophysical study are to provide critical information to: (a) provide insight to seafloor and subsurface variability and how the conditions and variability will affect substructure and foundation optimization and standardization, and by extension serialized fabrication and production economics, (b) optimize platform design selection (e.g. substructure and foundation type) and micro-siting of metocean measurement and environmental monitoring platforms on DMME Research Lease Number 1, as well as potential test turbines for a Virginia offshore wind demonstration project, and (c) ultimately to accelerate commercial leasing and development of the Virginia Call area.

1.1.2 Major tasks:

- 1.1.3 **A Regional Geologic Desktop Evaluation** of the regional area that extends from the Chesapeake Bay Bridge Tunnel (CBBT) out to about 5 miles beyond the eastern boundary of the Virginia offshore Wind Energy Area (WEA).
- 1.1.4 **A Regional Geophysical Survey** The scope and nature of the survey will be determined after a contractor is selected. Survey activities will comply with requirements documented in BOEM's Final Environmental Assessment for Commercial Wind Lease Issuance and Site Assessment Activities on the Atlantic OCS, Offshore New Jersey, Delaware, Maryland and Virginia (dated January 2012). As required by that document, survey data acquisition will be limited to daylight hours, marine mammal observers will reduce the potential for data collection to harass marine mammal species, and "soft start" procedures will be used at the start of survey system operations.

- 1.1.5 A **Regional Geologic and Geophysical Report** that uses the findings from the regional desktop and the collected survey data to describe the anticipated seafloor and subsurface conditions in the future wind development areas.

2. RFP Process

2.1 Project Outline, Project Management Plan with budget

Vendor is to describe how it will achieve the objectives and major tasks generally in a Project Outline and specifically in a Project Management Plan with Budget. A summary of key steps, activities and tasks, with start and completion dates, are to be proposed by the vendor in the form of a project management plan with budget. The budget costs shall be justified and shall reference tasks in the project management plan. The PMP shall incorporate and be responsive to all items in the following table of deliverables that DMME has agreed to provide to BOEM, and also should incorporate reporting and other requirements that are addressed in later sections of this RFP.

Item	Deliverable Title	Due Date	Number of Copies	Submit to:
A.	Logistics and Sample Collection Plan(s)	Two weeks after award	1	DMME
B.	Data submission	Concurrent with the submission of the final report	1	DMME
C.	Draft Final Report	six (6) months after award	1	DMME
D.	Revised Final Report and Revised Technical Summary, pdf on CDROM	30 days after receiving BOEM review comments	1	DMME
	Correspondence	as it occurs	1	DMME

2.2 Question and Answer Procedures, Addenda and Related Documents

Questions and answers will generally be handled in writing and distributed to the responders. Any written questions shall be submitted to the DMME at the address specified for the receipt of proposals or to the following email: al.christopher@dmme.virginia.gov. The DMME may modify this RFP prior to the date fixed for submission of proposals by issuance of an addendum to all proposers. Addenda will be numbered consecutively, the first being A-1.

Responders should be familiar with two related documents, which will inform proposals: DMME Application for Section 238 Research Lease 1 and DMME Application for Section 238 Research Lease 2.

2.3 Due Date

Proposals will be due no later than 2:00 p.m. Eastern Time on **October 17, 2012**. Proposals shall be addressed and delivered to:

**Al Christopher
Director, Division of Energy
Virginia Department of Mines, Minerals and Energy
Washington Building/ 8TH Floor
1100 Bank Street
Richmond, VA 23219**

The DMME is not responsible for lost or misdirected proposals. Verbal communications with the DMME staff are encouraged, but shall not be binding on the DMME and shall in no way modify this RFP or excuse proposers from the requirements set forth in the RFP. Such modifications shall only be made in writing through RFP addenda as indicated above.

The DMME's selection of a vendor to this RFP process does not mean that the DMME accepts all aspects of the proposal, modifications to which may be requested and agreed to during contract negotiations. Costs for preparing proposals are entirely the responsibility of each proposer and shall not be chargeable to the DMME. If the DMME is unable to reach an agreement with the vendor originally selected, it will select the next highest-ranking respondent from the original list, without the need to go out for another RFP.

2.4 Form of Proposals

2.4.1 Instructions and Proposal Outline

These instructions prescribe the formal and general content for proposals.

1. Cover letter
2. Proposal Outline (Narrative description of work, 10 pages or less)
3. Project Management Plan with Budget

2.4.2 Cover Letter

The cover letter transmitting the proposal must be executed by a responsible authorized official of the vendor.

2.4.3 Proposal Outline

The proposal outline shall address the objectives and major tasks contained herein, and describe the work that is proposed to meet the objectives and the qualifications of the vendor. It shall be no more than 10 pages in length, not including resumes for key personnel.

2.4.4 Cost

Vendor to propose budget breakdown with justification of the regional survey deliverables and all associated costs. Costs shall be linked to tasks in the Project Management Plan.

3.0 Performance and Deliverables

3.1 Project Management and Involvement Statement

The federal award to DMME supports full performance for the period through 9/30/2013. Virginia DMME will oversee the project and ensure that the results are delivered as defined. The Division of Energy within

DMME will consult on a monthly schedule, or more frequently if needed, with the performing contractor and other key stakeholders as necessary to evaluate progress and assist with or recommend adjustments in schedule or tasks as necessary to adapt, adjust and resolve barriers in order to successfully complete the project. BOEM also will provide oversight and input to the project.

Following award, the Division of Energy will oversee refinement of the proposed Project Management Plan (PMP), comprised of a list of tasks and activities with a timeline for the sequential completion of the tasks and activities, to ensure that the project proceeds on schedule. The Division of Energy will use the services of a technical specialist under contract from the Virginia Tech Advanced Research Institute and other staff and external resources to manage the project and review and provide input to the reports produced by the performing contractor.

The BOEM will assist in the selection of the contractors to conduct the work, provide technical advice on the methods of data collection, and review the products produced under the agreement.

3.2 Performance Reporting Requirements

BOEM recipients must submit performance reports as required by [43 CFR 12.80](#) or [43 CFR 12.951](#). Annual performance reports are due within 90 days after the cooperative agreement performance year ends. Quarterly and semi-annual reports, if required, are due 30 days after the reporting period, and will only be required on a case-by-case basis. The final performance report will be due within 90 days after the expiration or termination of the cooperative agreement.

Performance reports should contain the following information:

- (1) A comparison of actual work accomplished relative to the annual goals and objectives established in 3.1 above for the period. Where the output of the project can be quantified, a computation of the cost per unit of output may be required.
- (2) The reasons for slippage, if established goals and objectives were not met; and
- (3) Additional pertinent information including, when appropriate, analysis and explanation of cost overruns or high unit costs.

The performance reports should also describe any foreseeable events that may occur affecting the project's completion schedule. These may include:

- (1) Problems, delays, or adverse conditions that may materially impair the ability to meet the objective of the award. This disclosure must include a statement of the action taken, or contemplated, and any assistance needed to resolve the situation; or
- (2) Favorable developments that may enable achieving time schedules and objectives sooner or at less cost than anticipated, or producing more beneficial results than originally planned.

The Contracting Officer may extend the due date of an annual or final performance report upon receipt of a request from the recipient's designated cooperative agreement administrator. The request for an extension must be sent to the BOEM Contracting Officer *prior to* the original due date. Requests must be submitted in writing, and include the revised due date and a justification for the extension.

3.3 Financial Reporting Requirements

BOEM recipients must submit financial reports as required by 43 CFR 12.81 or 12.952 using the SF-425 Federal Financial Report. This form combines the SF-269 Financial Status Report and the SF-272 Federal Cash Transactions Report into one form. The purpose of financial reports is to ensure that expenses are recorded in the proper period, and for de-obligating funds at the end of the cooperative agreement period. The SF-425 Federal Financial Report form is available from the OMB web site:

http://www.whitehouse.gov/omb/grants/standard_forms/ff_report.pdf.

Instructions for completing the form are available at the following web site:

http://www.whitehouse.gov/omb/grants/standard_forms/ffr_instructions.pdf.

(1). STANDARD FORM SF-425, FEDERAL FINANCIAL REPORT (replacing the obsolete SF-272 Federal Cash Transactions Report) is required quarterly for withdrawal of funds *in advance of expenditures*. Quarterly reports are due 30 calendar days after the end of each fiscal quarter (December 31st, March 31st, June 30th and September 30th), and must be submitted to the Contracting Officer.

(2). SF-425 FEDERAL FINANCIAL REPORT (replacing the obsolete SF-269 Financial Status Report). The SF-425 Federal Financial Report is used to report the status of funds for all cooperative agreements.

The recipient must submit an SF-425 Federal Financial Report no later than 90 calendar days after the end of each yearly performance period. At the end of the final performance period, the recipient will liquidate all obligations incurred under the award, and will promptly return any unused federal cash advances or will submit a final withdrawal of funds from the ASAP payment system to obtain any remaining amounts due.

(3) Recipients shall report funding on a cash (versus accrual) basis.

(4). Any funds paid to the recipient in excess of the amount to which the recipient is finally determined to be entitled under the terms of this award constitute a debt to the Federal government. If not paid within a reasonable period, the BOEM may reduce the debt in accordance with [43 CFR Section 12.92](#) for State and local governments or [43 CFR 12.973](#) for institutions of higher education, hospitals and other non-profit organizations.

(5). The BOEM may require financial reports more frequently if the recipient: (a) has a history of poor performance, (b) is not financially stable, (c) has a management system that does not meet the standards prescribed in the applicable OMB Circular: [2 CFR PART 225](#) *Cost Principles for State, Local, and Indian Tribal Governments* (OMB Circular A-87), [2 CFR Part 220](#) *Cost Principles for Educational Institutions* (OMB Circular A-21), or [2 CFR Part 230](#) *Cost Principles for Non-Profit Organizations* (OMB Circular A-122), (d) has not conformed to the terms and conditions of a previous BOEM award, or (e) is not otherwise responsible. In addition, BOEM may require monthly or quarterly reports from those recipients receiving advances totaling \$1 million or more per year.

(6). The BOEM may impose additional requirements as needed provided that the cooperative agreement recipient is notified in writing as to: the nature of the additional requirements, the reason why the additional requirements are being imposed, the nature of the corrective action needed, the time allowed for completing the corrective actions, the method for requesting reconsideration of the additional requirements imposed.

(7). The Contracting Officer may extend the due date of a Federal Financial Report upon receipt of a request from the recipient cooperative agreement administrator, provided that the request for an extension is received by the BOEM Contracting Officer *prior to* the financial report's original due date. Requests must be submitted in writing, include the revised report due date requested, and a justification for the extension.

3.4 Noncompliance with Reporting Requirements

Failure to comply with the reporting requirements contained in this cooperative agreement may be considered a material non-compliance with the terms and conditions of the award. Non-compliance may result in withholding of future payments, suspension or termination of the agreement, recovery of funds paid under the agreement, and withholding of future awards.

4.0 Terms and Conditions of the Agreement

4.1 Term of the Agreement

This agreement shall become effective on the date of signature of the Contracting Officer and will remain in effect through 9/30/2013.

4.2 Order of Precedence

In the event of any inconsistency between the provisions contained in the documents listed below, the inconsistency shall be resolved by giving precedence in the following order: (a) applicable Statutes; (b) applicable Regulations including [43 CFR Part 12](#); (c) Department of the Interior and other applicable policies; (d) Cooperative Agreement award document; and, (e) the Recipient's proposal.

4.3 Amendments to the Cooperative Agreement

(1) BOEM will follow the procedures and requirements stated in [43 CFR 12.70](#) for State and local governments and [43 CFR 12.925](#) for institutions of higher education, hospitals and other non-profit organizations for changes to awards. All requests for an amendment to the agreement shall be made in writing, provide a full description of the reason for the request, and be sent to the attention of the Contracting Officer and a copy to the Project Officer.

(2) Recipients will be allowed to re-budget within the cost categories that are approved under the award. However, there are certain post-award changes that require prior written approval by the BOEM Contracting Officer. They include, but are not limited to:

Funding Changes

- (i) Any revision that would require additional funding;
- (ii) Requests to extend the period of availability of funds;
- (iii) For non-construction, cumulative transfers among direct cost categories, or, if applicable, among separately budgeted programs, projects, functions, or activities which exceed or are expected to exceed 10% of the current total approved budget when the Federal funding exceeds \$100,000; or
- (iv) Transfer of funds allotted for training purposes.

Programmatic Changes

- (i) Any revision in the scope or objectives of the project (regardless of whether there is an associated budget revision requiring prior approval);
- (ii) Changes in key persons in cases where specified in an application or Cooperative Agreement award; or

(iii) Contracting out, sub-granting (if authorized by law) or otherwise obtaining the services of a third party to perform activities which are central to the purposes of the award.

(3) Administrative changes (i.e. Contracting Officer name change or de-obligation of excess funds at the end of the agreement, etc.) that do not change the project management plan, funding amount, etc. or otherwise affect the recipient, may be signed unilaterally by the Contracting Officer. All other changes shall be made by means of a bilateral amendment to the agreement. No oral statement made by any person, or written statement by any person other than the Contracting Officer, shall be allowed in any manner or degree to amend or otherwise effect the terms of this agreement.

(4) This agreement may be terminated in accordance with the provisions of 43 CFR, Sections [12.83](#) and [12.84](#) for State and local governments or 43 CFR Section [12.961](#) and [12.962](#) for institutions of higher education, hospitals, and other non-profit organizations. A unilateral amendment, signed by the Contracting Officer, may be utilized if it should become necessary to suspend or terminate the agreement.

4.4 Extension of Project Period of Performance

Any determination to extend the period of performance for continuation of this project is solely at the discretion of the BOEM. A request to extend the project period shall be requested by the recipient and submitted to the Contracting Officer and a copy to the Project Officer at least 30 days prior to the expiration date of the project period. The recipient shall include in the request the cause of the needed extension, a description of the remaining work to be completed, the proposed date of completion, the amount of funds remaining and a revised budget for the remaining funds. If all funds have been disbursed to the recipient, this must be indicated in the request.

4.5 Audit Requirements

(1) Non-Federal entities that expend \$500,000 or more in Federal funds during a year are required to have a single or program-specific audit conducted for that year in accordance with the Single Audit Act Amendments of 1996 (31 U.S.C. [7501](#)-7507) and revised by [OMB Circular A-133](#) found at: <http://www.whitehouse.gov/omb/circulars/a133/a133.html>. Federal awards are defined as Federal financial assistance and Federal cost-reimbursement contracts that non-Federal entities receive directly from Federal awarding agencies or indirectly from pass-through entities. They do not include procurement contracts, under cooperative agreements or contracts, used to buy goods or services from vendors. Non-Federal entities that expend less than \$500,000 for a fiscal year in Federal awards are exempt from Federal audit requirements for that year, except as noted in A-133, § 215(a), but records must be available for review or audit by appropriate officials of the Federal agency, pass-through entity, and General Accounting Office (GAO).

(2) Audits shall be made by an independent auditor in accordance with generally accepted government auditing standards covering financial audits. Additional audit requirements applicable to this agreement are found at 43 CFR Section 12.66 for State and local governments or 43 CFR or Section 12.926 for institutions of higher education, hospitals, and other non-profit organizations. General guidance on the single audit process is included in a pamphlet titled, "Highlights of the Single Audit Process" found at:

http://www.dot.gov/ost/m60/grant/HTML_10_22.htm. Additional information on single audits is available from the Federal Audit Clearinghouse found at: <http://harvester.census.gov/sac/>.

(3) Allowable costs. Unless prohibited by law, the cost of audits made in accordance with the provisions of the OMB Circular A-133 are allowable charges to Federal awards. The charges may be considered a direct cost or an allocated indirect cost, as determined in accordance with the provisions of applicable OMB cost principles.

4.6 Use and Disposition of Property

- (1) Any property acquired under this agreement or BOEM government-furnished property used by the recipient (such as intangible property per 43 CFR 12.936) shall be governed by the provisions of 43 CFR, Sections, [Sections 12.71 through 12.77](#) for State and local governments or [43 CFR or Section 12.930 through 12.937](#) for institutions of higher education, hospitals, and other non-profit organizations.
- (2) Any real property or non-exempt equipment that is purchased with federal cooperative agreement funds must be used for the originally authorized purposes as long as needed for those purposes (43 CFR Section 12.932(b) or 12.934 respectively). When no longer needed for the originally authorized purposes, title to such property may not be encumbered, transferred, sold, or disposed of by the recipient without the express permission of the BOEM (43 CFR Section 12.932(c)).
- (3) The BOEM assumes no liability for any actions or activities conducted under a Cooperative Agreement except to the extent that recourse or remedies are provided by Congress under the Federal Tort Claims Act [[28 USC 1346\(b\)](#), [2401\(b\)](#), [2671](#) - 2680, as amended by P.L. 89-506, 80 Stat. 306].

4.7 Contracting with Minority and Women-Owned Businesses

- (1) It is a national policy to award a fair share of contracts to small and minority business firms. The Department of the Interior is strongly committed to the objectives of this policy and encourages all recipients of its grants and cooperative agreements to take affirmative steps to ensure such fairness.
 - (a) The grantee and sub-grantee shall take all necessary affirmative steps to assure that minority firms, women's business enterprises, service-disabled veteran-owned small businesses, and HUB Zone firms are used when possible.
 - (i) Affirmative steps shall include:
 - (a) Placing these qualified small business enterprises on solicitation lists;
 - (b) Assuring that these businesses are solicited whenever there are potential sources;
 - (c) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by these small business enterprises;
 - (d) Establishing delivery schedules, where the requirement permits, which encourage participation by these business enterprises;
 - (e) Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce as appropriate, and
 - (f) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps stated above.

4.8 Subgrants

State recipients shall follow State law and procedures when awarding and administering sub-grants (whether on a cost reimbursement or fixed amount) of financial assistance to local and Indian tribal governments. All other grantees shall follow the provisions of 43 CFR 12.77(b) which are applicable to awarding agencies when awarding and administering sub-grants (whether on a cost reimbursement or fixed amount basis) of financial assistance to local and Indian tribal governments. The sub-grantee shall be governed by the provisions of 43 CFR, Section 12.77 for State and local government or 43 CFR or Section 12.937 for institutions of higher education, hospitals and other non-profit organization.

4.9 Monitoring and Oversight (Site Visits and Audits)

In addition to the requirements identified in OMB Circular A-133, [Audits of States, Local Governments, and Non-Profit Organizations](#), the BOEM may conduct site visits during the performance of the cooperative agreement, and/or audits at the end of the performance period, as appropriate. The primary purpose of a site visit or audit is to review the progress of the project, and to ensure that financial, procurement, human resources, property systems and sub-grantee monitoring are in compliance with Federal requirements.

5.0 Other General Provisions

5.1 Publications Produced

(1) The Recipient shall not publicize or otherwise circulate, promotional material (such as advertisements, sales brochures, press releases, speeches, still and motion pictures, articles, manuscripts or other publications) which states or implies governmental, Departmental, bureau, or government employee endorsement of a product, service, or position which the recipient represents. No release of information relating to this award may state or imply that the Government approves of the recipient's work products, or considers the recipient's work product to be superior to other products or services.

(2) All information submitted for publication or other public releases of information regarding this project shall carry the following disclaimer:

“The views and conclusions contained in this document are those of the authors and should not be interpreted as representing the opinions or policies of the U.S. Government. Mention of trade names or commercial products does not constitute their endorsement by the U.S. Government.”

(3) A Recipient must obtain prior Government approval for any public information releases concerning this award which refer to the Department of the Interior or any bureau or employee (by name or title). The specific text, layout photographs, etc. of the proposed release must be submitted with the request for approval. A recipient further agrees to include this provision in a sub-award to any sub-recipient, except for a sub-award to a State government, a local government, or to a Federally-recognized Indian tribal government.

(4) [DOI Departmental Manual Requirements 505 DM Chapter 4](#) requires that two copies of each publication produced under a Cooperative agreement will be sent to the Natural Resources Library with a transmittal that identifies the sender and the publication.

The address of the library is:

U.S. Department of the Interior
Natural Resources Library
Interior Service Center
Gifts and Exchanges Section
1849 C Street, NW
Washington, DC 20240

5.2 Patents – Small Business and Nonprofit Organizations

Subject to the provisions set forth in [37 CFR 401](#), [35 U.S.C. 203](#) and [35 U.S.C. 205](#), a Recipient may retain the entire right, title, and interest throughout the world to each subject invention. With respect to any subject invention in which the Recipient retains title, the Federal Government will have a nonexclusive,

nontransferable, irrevocable, paid-up license to practice or have practiced for or on behalf of the United States the subject invention throughout the world.

5.3 Buy American Act Requirements

Notice: Pursuant to Section 307(b) of the Department of the Interior (DOI) and Related Agencies Appropriations Act, FY 2000, Public Law 106-113, please be advised on the following:

In the case of any equipment or product that may be authorized to be purchased with financial assistance provided using funds made available in FY 2000 and thereafter, it is the sense of the Congress that entities receiving the assistance should, in expending the assistance, purchase only American-made equipment and products.

5.4 Metric Conversion

All progress and final reports, other reports, or publications produced under this award shall employ the metric system of measurements to the maximum extent practicable. Both metric and inch-pound units (dual units) may be used if necessary during any transition period(s). However, the Recipient may use non-metric measurements to the extent the Recipient has supporting documentation that the use of metric measurements is impracticable or is likely to cause significant inefficiencies or loss of markets to the Recipient, such as when foreign competitors are producing competing products in non-metric units.

5.5 Anti-Lobbying

Recipient shall not use any part of the Department of the Interior funds provided hereunder for any activity or the publication or distribution of literature that in any way tends to promote public support or opposition to any legislative proposal on which Congressional action is not complete.